



**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
DISTRICT/SCHOOL OPERATIONS
AFFILIATING AGREEMENT
FOR SERVICES AT**

☐ **ON-CAMPUS**

☒ **OFF-CAMPUS**

Instructions: Complete this form for agreements between Miami-Dade County Public Schools, public agencies and private businesses to offer educational programs.

This Affiliating Agreement is entered into on this 28th day of June, 20 21 by and

Between City of North Miami (Sunkist Grove Community Center), 776 NE 125th Street,
Name of Organization Address

North Miami, FL 33161, hereinafter referred to as the Organization and The School
City/State/Zip Code

Board of Miami-Dade County, Florida, for North Miami Adult Education Center.

TERMS OF AGREEMENT

The agreement shall commence on August 24, 2021 and shall terminate on June 30, 2022. In the event of an issue involving health, safety or welfare of Program participants, The School Board may terminate the Agreement immediately.

NATURE OF ORGANIZATION'S SERVICE

The purpose of NoMi Golden Silver Program is to provide the seniors the opportunity to enhance their social, physical, educational and emotional well-being through a wide variety of age-appropriate activities.

ORGANIZATION

Alberte Basile
Contact Person

(305) 893-6511
Phone Number

(305) 893-1367
Fax Number

SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

Eugenie Laguerre, Assistant Principal
Contact Person

(305) 981-6774
Phone Number

(305) 895-6248
Fax Number

DESCRIPTION OF WHAT THE CENTER WILL PROVIDE

(See Section 1 of Attachment which is attached hereto and incorporated herein by reference.)

DESCRIPTION OF WHAT THE ORGANIZATION WILL PROVIDE

(See Section 2 of Attachment which is attached hereto and incorporated herein by reference.)

As applicable, Organization shall obtain a signed Obligations of Activity Participants Waiver, Release & Hold Harmless COVID-19 and Voluntary Third-Party Extracurricular Activities Summer and School Year, attached hereto and incorporated herein, from all participants.

If Organization provides services on Campus, Organization shall complete a Facilities Usage Agreement, available at <http://financialaffairs.dadeschools.net/#!/fullWidth/1667> and provide a copy of the executed Facilities Usage Agreement to the school site principal prior to beginning performance.

If Organization provides childcare services, including but not limited to before and after-school childcare, Organization shall complete the Department of Children and Families (DCF) licensing questionnaire, available at <https://www.myflfamilies.com/service-programs/child-care/child-care-licensure.shtml>, and provide the school site principal with a copy of DCF's response notifying the Organization of its need (or exemption) for a DCF childcare license prior to beginning performance.

CANCELLATION

This agreement may be terminated by either party by giving thirty (30) days written notice to the other party. In the event that a danger to student health, safety or welfare exists, at the sole discretion of the School Board, this contractual agreement will be terminated immediately.

INDEMNIFICATION

To the fullest extent permitted by law, the Organization shall indemnify, hold harmless, and defend the School Board, and its employees ("Indemnitees") from and against all claims, liabilities, damages, and losses, arising out of, resulting from or incidental to Organization's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the Organization or other persons employed or utilized by the Organization in the performance of this Agreement. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise. This indemnification obligation shall not be diminished or limited in any way by any insurance maintained pursuant to the Agreement otherwise available to the Organization. The provisions of this Section are intended to require the Organization to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that the Organization shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto. Failure to honor a request by the School Board for complete indemnification constitutes a material breach of this Agreement and may result in immediate termination of not only this Agreement, but any and all other Agreements that the parties may have together, at the sole option of the School Board. If the Organization is a state agency or subdivision as defined in section 768.28, Florida Statutes, nothing herein shall be construed to extend the Organization's liability beyond that provided in section 768.28, Florida Statutes.

GOVERNING LAW & VENUE

This agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this agreement is subject to the laws of Florida, venue in Miami-Dade County. Each party shall be responsible for its own attorney's fees and costs incurred as a result of any action or proceeding under this agreement.

REGULATIONS & ORDINANCES

The Organization shall comply with all applicable laws, ordinances, codes, policies, rules and regulations of the United States Center for Disease Control and Prevention, School Board, Federal, State, and Local governments for performance of any services under this Agreement. The Organization shall be fully and completely responsible for ensuring full and complete compliance with all Center for Disease Control, Federal, State, and Local regulations regarding the novel coronavirus known as COVID-19 and related conditions as may be amended from time to time.

FORCE MAJEURE

If, as a result of an act of force majeure, including without limitation, an act of God, war, internal unrest and upheaval, hurricane or natural disaster, hurricane warning or hurricane watch issued by the US National Weather Service, tropical storm watch or tropical storm warning issued by the US National Weather Service, riot, labor dispute, strike, threat thereof, intervention of a government agency or instrumentality, pandemic, epidemic, public health emergency, local, state or national emergency declarations, or other occurrence beyond the reasonable control of either Party, either School Board or Organization is hindered in performing its obligations hereunder or is thereby rendered unable to perform its obligation hereunder, then, in such event, that Party shall have the right, upon notifying the other of the occurrence of force majeure as herein defined, to suspend or postpone performance of the activity until the event of the force majeure has passed. In the event that either Party is unable to perform for a period in excess of six (6) months at any time after the commencement date of this Agreement, the other Party may, at its option terminate the Agreement. In the case that conditions improve and warrant the resumption of activities and deployment of services, School Board and Organization would have at least one (1) month to coordinate the resumption of activities per this Agreement and/or will collaborate together to prepare a contingency plan to ensure continuity of services.

CONFIDENTIALITY OF STUDENT RECORDS

Organization understands and agrees that it is subject to all School Board policies relating to the confidentiality of student information. Organization acknowledges and agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") and all state and federal laws relating to the confidentiality of student records.

ACCESS TO RECORDS/FLORIDA'S PUBLIC RECORDS LAWS

Organization understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The Organization shall keep and maintain public records required by the School Board to perform the service. The Organization shall keep records to show its compliance with program requirements. Organizations and subcontractors must make available, upon request of the School Board, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the Organization which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from the School Board's custodian of public records, provide the School Board

with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. Organization shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Organization does not transfer the records to the public agency. The Organization shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Organization or keep and maintain public records required by the School Board to perform the service. If the Organization transfers all public records to the School Board upon completion of the contract, the Organization shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Organization keeps and maintains public records upon completion of the contract, the Organization shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE ORGANIZATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, pr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.

BACKGROUND SCREENING

In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and School Board Policies 8475, 1121.01, 3121.01 and 4121.01 as amended from time to time Organization agrees that Organization and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board Policies prior to providing services to The School Board of Miami-Dade County.

Additionally, Organization agrees that each of its employees, representatives, agents, subcontractors or suppliers who is permitted access on school grounds when students are present, who has direct contact with students must meet level 2 screening requirements as described in the above-referenced statutes and School Board Policies.

A Non-Instructional Contractor who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under §943.043 and the national sex offender public registry maintained by the United States Department of Justice.

Further, upon obtaining clearance by School Board, Organization shall obtain a Florida Public Schools Contractor badge, which shall be worn by the individual at all times while on School Board property when students are present.

Organization agrees to bear any and all costs associated with acquiring the required background screening -- including any costs associated with fingerprinting and obtaining the required photo identification Florida Public Schools Contractor badge. Organization agrees to require all its affected employees to sign a statement, as a condition of employment with Organization in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Organization/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Policies 8475, 1121.01, 3121.01 and 4121.01 within 48 hours of its occurrence. Organization agrees to provide the School Board with a list of all its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Organization agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Organization further agrees to notify the School Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Organization to notify the School Board of such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement.

Parties further agree that failure by Organization to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the School Board to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

INSURANCE

If the Affiliating Agreement is for Educational Services at On-Campus Locations, prior to commencing the services under this agreement, the Organization shall obtain and maintain without interruption Commercial General Liability Insurance with limits of no less than \$300,000 per occurrence. If the Organization provides transportation services of students under this agreement, the Organization shall obtain and maintain without interruption Automobile Liability Insurance with limits of no less than \$300,000 combined single limit. "The School Board of Miami-Dade County, Florida" shall be shown as certificate holder and additional insured with regard to the liability insurance. As evidence of the insurance coverage, the Organization shall furnish a fully completed certificate of insurance signed by an authorized representative of the insurance company providing such coverage. The evidence of insurance shall provide that the Board be given no less than thirty (30) days written notice prior to cancellation. The Notice of Cancellation shall be by Endorsement in the policies. Until such time as the insurance is no longer required to be maintained by the Organization, the Organization shall provide the Board with renewal or replacement evidence of the insurance no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided. If the Organization is a state agency or subdivision as defined by section 768.28, Florida Statutes, the Organization shall furnish, upon request, written verification of the liability protection in accordance with section 768.28, Florida Statutes. If the Organization retains Student Data Organization shall maintain Cyber Liability insurance with limits of not less than \$1,000,000 for each wrongful act, and Liability for security or privacy breaches, including loss or unauthorized access to the Board's data; Costs associated with a privacy breach, including consumer notification, customer

support/crises management, and costs of providing credit monitoring services; Expenses related to regulatory compliance, government investigations, fines, fees assessments and penalties; Costs of restoring, updating or replacing data; Privacy liability losses connected to network security, privacy, and media liability "Insured versus insured" exclusion prohibited. The insurance provided by the Company shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Board shall be excess of, and shall not contribute with, the insurance provided by the Organization.

Please provide updated certificates of insurance to:

Miami-Dade County Public Schools
Office of Risk and Benefits Management
P.O. Box 12241 Miami, FL 33101-2241

Organization Representative Signature

Date

Theresa Therilus, Esq., City Manager
Print Name

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

Superintendent of Schools or Designee

Date

Chief Administrator/Region Director

Date

Principal/Originating Department

Date

Risk Management

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

School Board Attorney

Date

CITY OF NORTH MIAMI:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____

Jeff P. H. Cazeau

City Attorney

ATTEST:

By: _____

Vanessa Joseph

City Clerk

Obligations of Activity Participants

Waiver, Release & Hold Harmless

COVID-19 and Voluntary Third-Party Extracurricular Activities

Summer 20__ and School Year 20__ - 20__

Extra-Curricular Activity: _____

Parent/Guardian's Name: _____

Participating Child(ren)'s Name: _____

I desire to participate or allow my child(ren) ("Activity Participant") to participate in one or more voluntary extracurricular activities being held on the campus(es) of the School Board of Miami-Dade County, Florida ("School Board"). I acknowledge that the novel coronavirus known as COVID-19 has been declared as a worldwide pandemic and is believed to be contagious and spread by person-to-person contact, including in Miami-Dade County. I further acknowledge that federal, state, and local agencies recommend social distancing and other measures to prevent the spread of COVID-19.

The School Board will have third-party organizations ("Organizations") conducting certain extracurricular activities, including summer camps, on its campus(es) beginning in the Summer of 2020 and continuing into the 2020-21 school year. I understand that if I or my child(ren) choose to participate in these Organizations' activities (hereinafter "Activity"), the Activity will be controlled, organized, contracted, staffed and insured independent of the School Board, and will be conducted with the safety protocols these Organizations deem appropriate under the circumstances at the time, which may be subject to change. I understand that the School Board will not be responsible for implementing, supervising, or informing the Activity Participant(s) of this Organization's safety protocols, and that it is solely my responsibility, as well as the Activity Participant's, to adhere to all state, federal, and local safety protocols, as well as those the Organization provides.

In an effort to ensure the safety and wellness of our school community, I understand the importance of Activity Participants, including my child(ren), being healthy and safe when they participate in the Activity. By signing below, I agree that I will:

- Perform daily temperature checks on my child(ren) to screen for fever before arrival to the Activity. Fever is defined as a temperature over 100.4 F or 38.0 C. If my child(ren) has a fever, I will not permit my child(ren) to participate in the Activity until he/she has been without a fever for at least 72 hours.
- Make a visual inspection of my child(ren) for signs of illness which could include: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, diarrhea, flushed cheeks, rapid breathing or difficulty breathing (without recent physical activity), fatigue, or extreme fussiness. If my child(ren) has exhibited any of these signs or symptoms, I will not permit my child(ren) to participate in the Activity until he/she has been without signs or symptoms for at least 72 hours.

- Confirm that my child(ren), before and while participating in the Activity, has not tested positive for COVID-19 in the past 14 days, is not waiting for test results based on a diagnosed or suspected case of COVID-19, and has not within 14 days returned from an area subject to CDC Level 3 Travel Health Notice.
- Confirm that my child(ren), before and while participating in the Activity, has not been in contact with someone who has either tested positive for COVID-19 in the past 14 days, is waiting for test results based on a diagnosed or suspected case of COVID-19, or has returned from a highly impacted area subject to a CDC Level 3 Travel Health Notice. If my child(ren) has been in contact with such a person, including from the same household, I will not permit my child(ren) to participate in the Activity until 14 days have elapsed since the time of contact.
- Promptly pick up my child(ren), or arrange for pickup, if signs or symptoms of illness are present. I understand that children are to remain home until illness-free for at least 72 hours without the use of medicine.

By signing this document, I acknowledge and affirm all of the statements above. I also understand that I or my child(ren) may unavoidably be exposed to or infected by COVID-19 as a result of participation in the Activity, and that such exposure or infection may result in personal injury, illness, sickness, and/or death. I understand that the risk of exposure or infection may result from the actions, omissions, or negligence of myself, my child(ren), these Organizations, School Board staff, volunteers, or agents, other Activity participants, or others not listed, and I acknowledge that all such risks are known to me.

In consideration of my and/or my child(ren) being able to participate in the Activity, I, on behalf of myself and my child(ren), as well as anyone entitled to act on my behalf, hereby knowingly and voluntarily forever waive, release, and hold the School Board and its employees and agents harmless from any and all claims, suits, liability, actions, judgments, attorneys' fees, costs, and any expenses of any kind resulting from injuries or damages, grounded in tort or otherwise, that I and/or my child(ren), or my or our representatives, sustain during or related to my child(ren)'s participation or involvement in the Activity.

If this Waiver, Release and Hold Harmless or any portion thereof is determined to be invalid or unenforceable for any reason, the remaining provisions of this Waiver, Release, and Hold Harmless, as well as any other agreement(s) concerning my or my child(ren)'s participation in this Activity, shall be unaffected and remain in full force and effect.

Signature of Parent/Guardian

Signature of Activity Participant

Print name of Parent/Guardian

Print name of Activity Participant

Date of signature

Date of signature

ATTACHMENT

Section 1

DESCRIPTION OF WHAT NORTH MIAMI ADULT EDUCATION CENTER WILL PROVIDE

The education program for the ASNAP, Adults with Disabilities program will offer activities in the focus area of Quality of Life, which will include a variety of enrichment activities such as: health issues and nutrition, music, dance, current events, on-line technologies and community resources that balance academics and recreation while offering intellectual stimulation. North Miami Adult Education Center will provide the instructors to teach these classes.

Section 2

DESCRIPTION OF WHAT THE ORGANIZATION WILL PROVIDE

Your organization will:

- Provide a room that will accommodate 20 or more students in an area that will have little to no disruptions (e.g. classroom, activity room, auditorium, etc.)
- Provide electricity, furniture and any custodial services that are needed and/or required.
- Provide teachers access to a telephone for local calls.
- Notify the school in the event of any special activities or events that will disrupt the normal schedule of class.
- Have a classroom set up prior to the scheduled class time.
- Provide aide assistance if necessary in transporting students to and from the class as well as in attending to the needs of the students while in class.
- Provide a minimum of 20 students who meet the standard requirement for enrollment.
- Provide the name, date and place of birth for each student registering for class at your facility.
- Provide proof of disability where applicable.